

Schedules to Representations and Warranties of Monica

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Matters reflected in this Disclosure Schedule are not necessarily limited to matters required by the Merger Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature.

Any matter disclosed in one section is also deemed disclosed for all purposes of this Disclosure Schedule to the extent the subject matter or relevance of the disclosure is reasonably apparent.

To the extent of any inconsistency between this Disclosure Schedule and you information, disclosure or schedule heretofore delivered to Parent, this Disclosure Schedule supercedes and replaces such other information, disclosure and schedules previously provided.

Schedule 1.08(ii)
Treatment of Monica Stock Plans

Monica Stock Plans

2000 Management Incentive Stock Option Plan
Employee Stock Purchase Plan
Executive Restricted Stock Plan

Executive Restricted Stock Plan

Monica restricted stock is issued pursuant to both the Western Wireless Corporation Restricted Stock Plan and the Monica Restricted Stock Plan.

An aggregate of 292,119 shares are issued and outstanding under the Monica Restricted Stock Plan.

An aggregate of 52,502 Monica shares are outstanding under the Western Wireless Corporation Restricted Stock Plan, applicable to management. Western Wireless Corporation has authorized the Monica Board of Directors to determine thresholds that must be met in order for the stock to be released from the Western Wireless Corporation Restricted Stock Plan. All of these shares have been included in our outstanding share numbers.

Schedule 2.01
Organization and Qualification; Subsidiaries

All entities are wholly-owned and organized in Delaware except where otherwise indicated.

Significant Subsidiaries:

VoiceStream PCS Holding L.L.C.
Aerial Communications, Inc.
Omnipoint Corporation
Omnipoint Finance, LLC
Omnipoint Finance Holding, LLC
Omnipoint Holdings, Inc.

Other Subsidiaries:

Aerial Operating Company, Inc.
APT Columbus, Inc.
APT Houston, Inc.
APT Kansas City, Inc.
APT Minneapolis, Inc.
APT Pittsburgh, Inc.
APT Pittsburgh, L.P.
APT Pittsburgh General Partner, Inc.
APT Tampa/Orlando, Inc.
Omnipoint MB Holdings, LLC
Omnipoint Albany Schenectady – Glens Falls E License, LLC
Omnipoint Atlanta – Augusta F License, LLC
Omnipoint Atlanta – Macon F License, LLC
Omnipoint Atlanta – Savannah F License, LLC
Omnipoint Birmingham – Decatur F License, LLC
Omnipoint Birmingham – Gadsden F License, LLC
Omnipoint Birmingham – Huntsville F License, LLC
Omnipoint Birmingham F License, LLC
Omnipoint Boston Area C License, LLC
Omnipoint Boston Area DE License, LLC
Omnipoint Boston D License, LLC
Omnipoint Boston-Keene D License, LLC
Omnipoint Boston-Providence/Presque Isle F License, LLC
Omnipoint Buffalo – Olean D License, LLC
Omnipoint Buffalo Area DE License, LLC
Omnipoint Buffalo C License, LLC
Omnipoint Capital Holdings, LLC
Omnipoint CF Holdings, Inc.
Omnipoint Communications C Operations, LLC

Omnipoint Communications Cap Operations, LLC
 Omnipoint Communications DEF Operations, LLC
 Omnipoint Communications Enterprises, LP
 Omnipoint Communications Inc. (Note: VoiceStream holds, either directly or indirectly, a 95.59% interest of this entity)
 Omnipoint Communications MB Operations, LLC
 Omnipoint Communications Midwest Operations, LLC
 Omnipoint Communications Services, LLC
 Omnipoint D&E JV, LP
 Omnipoint Data Broadcasting Corporation
 Omnipoint Data Company, Inc.
 Omnipoint Holdings, II LLC
 Omnipoint Holdings III, LLC
 Omnipoint Investment, LLC
 Omnipoint Investments, Inc.
 Omnipoint Investments Two, Inc.
 Omnipoint MI/Indiana - Detroit F License, LLC
 Omnipoint MI/Indiana - Findlay D License, LLC
 Omnipoint MI/Indiana - Ft. Wayne F License, LLC
 Omnipoint MI/Indiana - Grand Rapids F License, LLC
 Omnipoint MI/Indiana - Lansing F License, LLC
 Omnipoint MI/Indiana - Lima D License, LLC
 Omnipoint MI/Indiana - South Bend F License, LLC
 Omnipoint MI/Indiana - Toledo F License, LLC
 Omnipoint MI/Indiana Area DE License, LLC
 Omnipoint Miami - W. Palm Beach F License, LLC
 Omnipoint Miami E License, LLC
 Omnipoint Miami F License, LLC
 Omnipoint Midwest Area C License, LLC
 Omnipoint Midwest Holdings, LLC
 Omnipoint New York D License, LLC
 Omnipoint NY MTA License, LLC
 Omnipoint NY-MTA Tower Venture, LLC
 Omnipoint PA Tower Venture, L.P.
 Omnipoint PCS, Inc.
 Omnipoint PCS Entrepreneurs Two, LLC
 Omnipoint Petoskey D License, LLC
 Omnipoint PFAS, LLC
 Omnipoint Portland - Coos Bay F License, LLC
 Omnipoint Rochester C License, LLC
 Omnipoint Salina C License, LLC
 Omnipoint Salina-E. Hutchinson E License, LLC
 Omnipoint San Antonio F License, LLC
 Omnipoint San Juan F License, LLC
 Omnipoint Sandusky C License, LLC
 Omnipoint St Louis Area DE License, LLC

Omnipoint St. Louis – Peoria F License, LLC
 Omnipoint St. Louis - Springfield F License, LLC
 Omnipoint St. Louis Area C License, LLC
 Omnipoint St. Louis Area F License, LLC
 Omnipoint Technologies, Inc.
 Omnipoint Technologies III, Inc.
 Omnipoint Technology Holdings, Inc.
 Omnipoint Venture Partners, LLC
 Omnipoint Venture Partners II, LLC
 OPCS, LLC
 OPCS Three, LLC
 OPCS Two, LLC
 PCS Wireless Systems Purchasing Corporation
 VoiceStream PCS BTA Corporation
 VoiceStream PCS BTA Development Corporation
 VoiceStream PCS BTA I Corporation
 VoiceStream PCS BTA I License Corporation
 VoiceStream PCS BTA II LLC
 VoiceStream PCS I Iowa Corporation
 VoiceStream PCS I L.L.C.
 VoiceStream PCS I License L.L.C.
 VoiceStream PCS II Corporation
 VoiceStream PCS II License Corporation
 VoiceStream PCS III Corporation
 VoiceStream PCS III License Corporation
 VoiceStream PCS LMDS Corporation
 VoiceStream SMR Corporation
 VS Delaware L.L.C.
 VS Washington Corporation, a Washington corporation
 Wichita F License, LLC
 Witchita PCS, LLC

Cook Inlet Joint Ventures:

Cook Inlet/VoiceStream Holding Company, LLC VoiceStream holds, either directly or indirectly, a 49.9% or less membership interest.

Cook Inlet/VoiceStream License Company, LLC VoiceStream holds, either directly or indirectly, a 49.9% or less membership interest.

Cook Inlet/VoiceStream Operating Company, LLC VoiceStream holds, either directly or indirectly, a 49.9% or less membership interest.

Omnipoint Reading License, LLC VoiceStream holds, either directly or indirectly, a 49.9% or less membership interest.

OPCS Philadelphia Holdings, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Omnipoint Philadelphia License, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Omnipoint Philadelphia - E. Lancaster E License, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Omnipoint Dover License, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Cook Inlet/VoiceStream PV/SS PCS, LP VoiceStream holds, either directly or indirectly, a 49.9% limited partnership interest.

Cook Inlet/VoiceStream PCS LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Cook Inlet/VoiceStream GSM II PCS, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Cook Inlet/VoiceStream GSM III PCS, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Omnipoint Atlantic City License, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

D&E/Omnipoint Wireless Joint Venture, LLC VoiceStream holds, either directly or indirectly, an approximately 24% membership interest.

CIVS PA I, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

CIVS PA II, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

CIVS PA III, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Other Investment Interests:

Microcell Investment VoiceStream holds, either directly or indirectly, 9,590,000 newly issued Class A shares of Microcell Telecommunications Inc., a Canadian entity, which constitute approximately 15% of the issued and outstanding equity securities of Microcell. These are non-voting and are convertible at any time into Common Shares, which are voting (subject to Canadian foreign ownership restrictions). If fully converted, these Common Shares would represent a 22.6% voting interest in Microcell.

Iowa Wireless Services, L.P. VoiceStream holds, either directly or indirectly, a 38% limited partnership interest.

STPCS, LLC VoiceStream holds, either directly or indirectly, an 18% membership interest.

NPI-Omnipoint Wireless, LLC VoiceStream holds, either directly or indirectly a 30% membership interest .

Wireless Alliance, LLC is a Minnesota limited liability company. VoiceStream holds, either directly or indirectly, a 30% interest in Wireless Alliance.

GSM Venture Capital Fund The Company has committed to a \$5,000,000 investment for 100 limited partnership interest units (representing approximately a 3.7% partnership interest measured as of December 31, 1999) in the GSM Capital Limited Partnership, a venture capital fund whose objective is to invest in early stage companies providing products and services to Global System for Mobile Communication ("GSM") personal communication service ("PCS") operators. As of the date hereof, the Company has delivered \$4,500,000 of its \$5,000,000 commitment. GSM Capital Limited Partnership is authorized to issue 3,500 partnership units. In response to additional capital calls by the GSM Capital Limited Partnership, the Company may make one more additional contribution of \$500,000 to the GSM Capital Limited Partnership, provided that in no case shall the aggregate of the Company's contributions to the GSM Capital Limited Partnership exceed \$5,000,000 (including the \$4,500,000 already contributed by the Company as of the date hereof).

North American GSM Alliance, LLC VoiceStream holds, either directly or indirectly, a capital interest of \$457,766 (11.494% membership interest).

Xircom VoiceStream holds, either directly or indirectly, 1,201,079 shares (approx. 4% ownership interest) of Xircom common stock.

InfoSpace, Inc. VoiceStream holds, either directly or indirectly, 191,278 shares (less than 1% of outstanding shares) of InfoSpace, Inc.

Saraide VoiceStream holds, either directly or indirectly, 100,156 shares of Saraide.com Inc. [will provide % ownership at a later date]

UniSite/Omnipoint FL Tower Venture, LLC VoiceStream holds, either directly or indirectly, 5% membership interest.

UniSite/Omnipoint NE Tower Venture, LLC VoiceStream holds, either directly or indirectly, 5% membership interest.

UniSite/Omnipoint PA Tower Venture, LLC VoiceStream holds, either directly or indirectly, 5% membership interest.

**Schedule 2.03
Capitalization**

(a)

2000 Management Incentive Stock Option Plan

As of June 30, 2000, 10,173,546 options were outstanding. Prices range from \$0.02 to \$134.10 with an average of \$28.2996.

Equity Rights with Cook Inlet

Exchange Rights and Grant Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, Cook Inlet Telecommunications, Inc. and VoiceStream Wireless Corporation dated December 17, 1998.

Exchange Rights Acquisition and Grant Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, VoiceStream Wireless Corporation and SSPCS Corporation, dated January 19, 1999.

Exchange Rights Agreement by and between Cook Inlet/VoiceStream PCS LLC dated May 3, 1999, as amended on December 21, 1999.

Exchange Rights Agreement by and between Cook Inlet GSM, Inc. and VoiceStream Wireless Holding Corporation (for CIVS II), dated February 25, 2000

Exchange Rights Agreement by and between Cook Inlet GSM, Inc. and VoiceStream Wireless Holding Corporation (for CIVS III), dated February 25, 2000.

Exchange Rights Acquisition and Grant Agreement entered into and effective as of this 23rd day of July, 2000, by and among VoiceStream PCS BTA I Corporation, a Delaware corporation, VoiceStream Wireless Corporation, a Delaware corporation, Western Wireless Corporation, a Washington corporation, and Providence Media Partners L.P., a Delaware limited partnership.

Exchange Rights Agreement made as of July 23, 2000, by and between VoiceStream Wireless Corporation, a Delaware corporation, Providence Equity Partners III, L.P., a Delaware limited partnership and Providence Equity Operating Partners III, L.P., a Delaware limited partnership.

(b)

VoiceStream has obligations to purchase Company common stock under the Employee Stock Purchase Plan.

(d)

The Company has committed to a \$5,000,000 investment for 100 limited partnership interest units (representing approximately a 3.7% partnership interest measured as of December 31, 1999) in the GSM Capital Limited Partnership, a venture capital fund whose objective is to invest in early stage companies providing products and services to Global System for Mobile Communication ("GSM") personal communication service ("PCS") operators. As of the date hereof, the Company has delivered \$4,500,000 of its \$5,000,000 commitment. GSM Capital Limited Partnership is authorized to issue 3,500 partnership units. In response to additional capital calls by the GSM Capital Limited Partnership, the Company may make one more additional contribution of \$500,000 to the GSM Capital Limited Partnership, provided that in no case shall the aggregate of the Company's contributions to the GSM Capital Limited Partnership exceed \$5,000,000 (including the \$4,500,000 already contributed by the Company as of the date hereof).

(f)

VoiceStream Shares

Cook Inlet VoiceStream PV/SS PCS, L.P.

Cook Inlet	382,686
SS PCS Corporation	153,063
Providence Media Partners L.P.*	321,334
Sub Total	<u>857,083</u>

Cook Inlet / VoiceStream PCS, LLC

Cook Inlet	4,009,803
Providence Media Partners L.P.**	4,000,000
Sub Total	<u>8,009,803</u>

Cook Inlet /VoiceStream II, LLC

Cook Inlet	3,000,000
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Cook Inlet / VoiceStream III, LLC

Cook Inlet	750,000
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Total **12,616,886**

* Pursuant to the terms of the Exchange Rights Acquisition and Grant Agreement entered into and effective as of July 23, 2000, VoiceStream Wireless Corporation is also obligated to pay Providence Media Partners L.P. twenty million dollars (\$20,000,000) within five business days of July 23, 2000.

** Subject to the terms of the Exchange Rights Agreement made as of July 23, 2000, by and between VoiceStream Wireless Corporation, a Delaware corporation, Providence Equity Partners III, L.P., a Delaware limited partnership and Providence Equity Operating Partners III, L.P., a Delaware limited partnership.

The following schedule provides the principal amount owed by each listed Cook Inlet Joint Venture under its debt obligations to VoiceStream as of March 31, 2000:

Cook Inlet VoiceStream PV/SS PCS, L.P.	\$126,792,000
Cook Inlet / VoiceStream PCS, LLC	\$43,857,000
Cook Inlet /VoiceStream II, LLC	\$518,574,000
Cook Inlet / VoiceStream III, LLC	\$25,103,000

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Schedule 2.05
Exceptions to "No Conflicts" Representation

The following instruments, pursuant to which VoiceStream has incurred or is permitted to incur Indebtedness, provide for the potential or actual acceleration of such Indebtedness upon a Change of Control or a Change of Condition (as defined in the relevant agreements):

Indentures and related documents for the following:

- Omnipoint Corporation 11 5/8% Senior Notes due 2006*
- Omnipoint Corporation 11 5/8% Series A Notes due 2006*
- Omnipoint Corporation 11 1/2% Senior Notes due 2009
- Omnipoint Corporation 14% Senior Notes due 2003**
- VoiceStream Corporation 10 3/8% Senior Notes due 2009
- VoiceStream Corporation 11 7/8% Senior Discount Notes due 2009
- VoiceStream Corporation 11 1/2% Senior Notes due 2009

Credit Agreement, dated as of February 25, 2000, by and among VoiceStream PCS Holdings L.L.C., Omnipoint Finance, L.L.C., Chase Securities Inc., Bank of America Securities L.L.C., TD Securities (USA) Inc., Goldman Sachs Credit Partners L.P., Barclays Capital and SG Cowen, Toronto Dominion (Texas) Inc., and agreements related thereto

Loan Agreement, dated as of January 13, 2000, among Cook Inlet/VoiceStream Operating Company LLC; the financial institutions whose names appear as Lenders on the signature pages thereof; and Nortel Networks Inc., as Administrative Agent and agreements related thereto

Credit Facility, dated as of May 17, 2000, among D&E/Omnipoint Wireless Joint Venture, L.P., the Several Lenders from time to time parties thereto and PNC Bank, National Association, as Lead Arranger, Administrative Agent and Collateral Agent and General Electric Capital Corporation, as Documentation Agent, and agreements related thereto

Indebtedness incurred pursuant to the Purchase Agreement, dated January 13, 2000, for the Cook Inlet VoiceStream Holding Company 13% Series A Senior Discount Notes Due 2009

Indebtedness incurred pursuant to the Purchase Agreement, dated January 13, 2000, for the Cook Inlet VoiceStream Holding Company 13% Series A Subordinated Debentures Due 2011

* Consent has been obtained from a majority of the holders of the Omnipoint Corporation 11 5/8% Senior Notes due 2006 and the Omnipoint Corporation 11 5/8% Series A Notes due 2006 to remove all covenants, including those related to change of control.

** All of the Omnipoint Corporation 14% Senior Notes due 2003 are owned by VoiceStream.

Schedule 2.08 Litigation

The following description of lawsuits is provided for the convenience of the acquiror. No inference should be drawn to the effect that any of such lawsuits, individually or in the aggregate, is reasonably likely to have a Material Adverse Effect by reason of the inclusion of such lawsuits in this Schedule 2.08.

Grisham v. Voicestream Wireless Corporation (Canadian County District Court, No CJ.99-255-01)

On July 12, 1999, Shonda L. Grisham, individually and as the representative of a class of all those similarly situated, filed a class action petition in Canadian County, Oklahoma. Grisham's claims are asserted against VoiceStream Wireless Corporation, a Washington Corporation, VoiceStream Wireless Corporation, a Delaware Corporation, Western Wireless Corporation, a Washington Corporation, Western PCS Corporation, a Delaware Corporation, and Western PCS I Corporation, a Delaware Corporation. Plaintiff asserts two claims, one for breach of contract and the other for fraud, arising out of contracts with VoiceStream Wireless Corporation, a Washington Corporation. No distinct claims are asserted against any of the other defendants, all of which were included because of plaintiff's counsel's uncertainty as to the interests and/or potential liability of related or predecessor companies. The "class" which Grisham purports to represent is comprised of "all customers of VoiceStream who have at any time contracted to receive the 'First Incoming Minute Free' as part of their service plan." Specifically, the plaintiff asserts that, contrary to VoiceStream's contractual obligations and representations to its customers, VoiceStream commences the billing of its customers at the time of channel seizure, rather than at the time the call is answered, thereby over-billing its customers "by an additional minute increment in excess of the actual duration of the incoming call." Plaintiff also alleges that VoiceStream has known of this wrongful practice and has attempted to conceal it from the public. On August 24, 1999, the defendants moved to compel arbitration and stay further proceedings in the Oklahoma state court pending the determination of that motion. The motion to compel arbitration is premised upon the mandatory arbitration provision found in the VoiceStream-Grisham contracts. In addition to requiring the resolution of disputes by arbitration, the subject contracts prohibit the assertion of punitive damage claims or the institution of class actions. The plaintiff has yet to respond to the motion to compel arbitration and her counsel have agreed to the suspension of discovery pending the determination of that motion. On September 20, 1999, the court entered an order striking the previously scheduled hearing on VoiceStream's motion to compel arbitration, to be rescheduled only upon application by the parties. During this period of inactivity, the parties have met to explore settlement. In that process, VoiceStream has analyzed relevant call times and billing information, and it is preliminarily believed that the data will support a claim of no injury to the purported class based on plaintiff's theories. The development of this information and negotiations are ongoing. Plaintiff's counsel have been advised that, should the defendants enter into a settlement of the "class" claims, payments to the class would likely be limited to in kind benefits.

Elliot v. VoiceStream Wireless et al.
(King Count Superior Court, No. 00-2-006-3-9 SEA)

On January 5, 2000, plaintiff A. George Elliott filed a state-court complaint in the King County Superior Court in Seattle, Washington against defendants VoiceStream Wireless Corporation, Western Wireless Corporation, Omnipoint Communications Services LLC and Aerial Communications, Inc. Plaintiff Elliott is a subscriber of wireless telephone services provided by VoiceStream Wireless. In his complaint, plaintiff Elliott alleges that he has been billed improperly for certain city taxes. Specifically, he alleges that he has been required to pay city taxes "even though he does not live within any city limits." Based on these allegations, plaintiff Elliott's complaint asserts claims against the defendants for conversion, breach of contract, "money had and received," and violation of the Washington Consumer Protection Act. In addition, the complaint requests that the court certify the case as a nationwide class action on behalf of "all current and former wireless service subscribers whose residence or business address is or was in an unincorporated areas [sic] within the United States, who contracted with defendants for wireless communication services, and who were improperly charged for and paid a city utility or sales tax to defendants." Plaintiff Elliott seeks an award of actual and punitive damages for himself and all members of the proposed class, payment of attorneys' fees and costs, and injunctive relief. Due to the preliminary status of the case, defendants have not yet answered plaintiff's complaint, nor has the court considered the merits of the parties' claims and defenses or plaintiff's request for class certification. Plaintiffs' counsel and defendants' counsel are actively engaged in settlement discussions.

(Note- there is a similar purported class action complaint that was filed on behalf of an alleged state-wide class in Colorado (Steinberg v. VoiceStream). Plaintiff's counsel in that case has an arrangement with plaintiff's counsel in the Elliot case to allow the Elliot counsel to negotiate a possible global settlement, and has agreed to stay the proceedings in Colorado until July 30, 2000 for that purpose.)

Behrens v. Aerial Communications, Inc., et al.
(Deleware Chancery Court, New Castle County, C.A. No. 17436 NC)

On September 21, 1999, Herbert Behrens, purportedly a former stockholder of Aerial, filed a putative class action complaint on behalf of stockholders of Aerial in the Court of Chancery of the State of Delaware in New Castle County. The complaint names as defendants VoiceStream, TDS, certain former directors of Aerial and TDS, and Aerial in connection with the transactions consummated pursuant to the Agreement and Plan of Reorganization among VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation, VoiceStream Subsidiary III Corporation, Aerial Communications, Inc. and Telephone and Data Systems and the related agreements, particularly the Debt/Equity Replacement Agreement. The complaint alleges a breach of fiduciary duties by the defendants, including in connection with the exchange of \$420 million of debt owed by Aerial to TDS for Aerial common stock at \$22.00 per share. The complaint alleges that this action benefited TDS at the expense of Aerial's public stockholders and seeks to have the transactions rescinded and to recover unspecified damages, fees and expenses. VoiceStream itself has not been served with the summons and complaint.

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Schedule 2.11
Employee Matters; ERISA

2.11(a)

Health and Welfare Plan Listing

Medical Plans

Name of Plan: VoiceStream Wireless Group Insurance Plan
Effective Date: June 1, 2000
Status: Active Plan
Renewal Date: June 1, 2003
Type of Funding: Self-insured with individual and aggregate stop loss insurance
ERISA Plan # 501
Carrier/Administrator: United Healthcare
Contract # 222244

Name of Plan: VoiceStream Wireless Group Insurance Plan
Effective Date: May 1, 1999
Status: Active with intended July 31, 2000 Termination Date
Renewal Date: N/A
Type of Funding: Fully Insured
ERISA Plan #: 501
Carrier/Administrator: Queens Health Plan
Contract #:

Name of Plan: VoiceStream Wireless Group Insurance Plan
Effective Date: May 1, 1999
Status: Terminated May 31, 2000; Run-out Claim Liability through December 31, 2000
Renewal Date: N/A
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: Cigna
Contract #: 2362741

Name of Plan: Aerial Employee Benefit Trust
Effective Date: January 1, 2000
Status: Terminated June 30, 2000; Run-out Claim Liability through December, 31, 2000
Renewal Date: N/A
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: Aetna US Healthcare
Contract #: 0725134 - 010 - 00033

Name of Plan: Omnipoint Corporation Welfare Benefits Plan
Effective Date: June 1, 1995
Status: Terminated May 31, 2000, Terminal Accounting with Retrospective Premium Call due on or around September 30, 2000
Renewal Date: N/A
Type of Funding: Fully Insured, Mini-Maxi Retrospective Contact
ERISA Plan # 501
Carrier/Administrator Contract # 002333000, 002333005, and 002333010

Dental Plans

Name of Plan: VoiceStream Wireless Corporation Group Insurance Plan
Effective Date: June 1, 2000
Status: Active
Renewal Date: January 1, 2002
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: Washington Dental Service
Contract #: 9037

Name of Plan: VoiceStream Wireless Group Insurance Plan
Effective Date: May 1, 1999
Status: Terminated May 31, 2000; Run-out Claim Liability through December 31, 2000
Renewal Date: N/A
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: Cigna
Contract #: 2362741

Name of Plan: Omnipoint Corporation Welfare Benefits Plan
Effective Date: January 1, 1999 (as ASO contract)
Status: Terminated May 31, 2000; Run-out claim liability through September 30, 2000
Renewal Date: N/A
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: MetLife
Contract #: 300171

Name of Plan: Aerial Employee Benefit Trust
Effective Date: January 1, 2000
Status: Terminated June 30, 2000; Run-out claim liability through 12/31/00
Renewal Date: N/A
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: Delta Dental of Minnesota

Contract #:

Vision Plans

Name of Plan: VoiceStream Wireless Corporation Group Insurance Plan
Effective Date: June 1, 2000
Status: Active
Renewal Date: June 1, 2002
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: Vision Service Plan
Contract #: 12-122822

Life and Accidental Death and Dismemberment

Name of Plan: VoiceStream Wireless Corporation Group Insurance Plan
Effective Date: June 1, 2000
Status: Active
Renewal Date: June 1, 2002
Type of Funding: Fully Insured
ERISA Plan #: 501
Carrier/Administrator: Fortis Benefits Insurance Company
Contract #: 4,026,247

Long Term Disability

Name of Plan: VoiceStream Wireless Corporation Group Insurance Plan
Effective Date: June 1, 2000
Status: Active
Renewal Date: June 1, 2002
Type of Funding: Fully Insured
ERISA Plan #: 501
Carrier/Administrator: Fortis Benefits Insurance Company
Contract #: 4,026,247

Short Term Disability

Name of Plan: VoiceStream Wireless Corporation Group Insurance Plan
Effective Date: June 1, 2000
Status: Active
Renewal Date: June 1, 2001
Type of Funding: Self-insured
ERISA Plan #: 501
Carrier/Administrator: Fortis Benefits Insurance Company
Contract #: 1,000,238

Neither Omnipoint or Aerial treated their "short term disability plans" as ERISA plans. Both sponsored "Sick Leave" or "Salary Continuance Plans". Omnipoint's "Sick Leave Plan" was terminated on 5/31/00 with a maximum payment of liability period of 12 weeks (end date 8/24/00). Aerial's Short Term Disability plan was terminated 6/30/00 with a maximum benefit payment period of twenty-six weeks (end date 12/30/00).

Flexible Spending Accounts

Name of Plan: VoiceStream Wireless Corporation Flexible Benefit Plan
Effective Date: April 16, 1999
Status: Active
Renewal Date: October 1, 2000
Type of Funding: Employee Contributions
ERISA Plan #: 502
Carrier/Administrator: Aon Consulting
Contract #:

Name of Plan: Omnipoint Corporation Welfare Benefit Plan
Effective Date:
Status: Active
Renewal Date: October 1, 2000
Type of Funding: Employee Contributions
ERISA Plan #: 501
Carrier/Administrator: Paychex
Contract #:

Name of Plan: Aerial Flexible Spending Accounts Program
Effective Date: January 1, 2000
Status: Active
Renewal Date: January 1, 2000
Type of Funding: Employee Contributions
ERISA Plan #: 503
Carrier/Administrator: Ceridian
Contract #:

Name of Plan: **VoiceStream Wireless Corporation 401(k) Retirement Savings Plan & Trust**
Effective Date: January 1, 2000
Status: Active
Renewal Date: January 1, 2001
Type of Funding: Employee Contributions
ERISA Plan #: 001
Carrier/Administrator: Scudder Trust Company,
11 Northeastern Boulevard, Salem, NH 03079

Name of Plan: **Omnipoint Corporation 401(k) Plan as Adopted**
Status: Active

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Renewal Date: January 1, 2001
Type of Funding: Employee Contributions
ERISA Plan #: 001
Carrier/Administrator: Scudder Trust Company,
11 Northeastern Boulevard, Salem, NH 03079

Name of Plan: **Employee Stock Purchase Plan**
Status: Active
Enrollment Date: Semi-annual May and November
Type of Funding: Employee Contributions, 15% Employer Match
Carrier/Administrator: Solomon Smith Barney

Name of Plan: **Management Incentive Stock Option Plan**
Status: Active
Plan Date: April 1999
Administrator: PaineWebber Incorporated

Name of Plan: **Executive Restricted Stock Plan**
Status: Active
Plan Date: April 1999
(See Schedule 1.08 for Restricted Stock information)

The Company has employment agreements with following:

John Stanton
Donald Guthrie
Alan Bender
Robert Stapleton
Cregg Baumbaugh
Timothy Wong
Robert Dotson
Douglas Smith
Harry Plonskier
Vincent Robertiello
William Felkins
Jack Young
John Pottle

2.11(g)

There are approximately 841,211 options granted to approximately 48 persons under the Management Incentive Stock Option Plan which are unvested and subject to change of control acceleration and vesting provisions contained in the applicable agreements issued pursuant to said Plan. Additionally, there are approximately 300,000 additional options granted to certain persons, of which an estimated 105,000 options are subject to change of control acceleration and vesting provisions.

[0013629*-3]

In addition, former Omnipoint optionees who are employees of VoiceStream have option agreements under which there may be an acceleration of vesting if this transaction is consummated and there is a termination or material diminution of such optionee's job responsibilities within one year after the closing of this transaction.

Schedule 2.17 Tax Matters

- (b) Statement with respect to property taxes: Property taxes are accrued based upon budget estimates made at the end of the prior year. Current year property tax liabilities are adjusted as valuations and bills are received from the taxing jurisdictions.
- (d) Audits and Proceedings

The following description of audits and proceedings is provided for the convenience of the acquiror. No inference should be drawn to the effect that any of such audits and proceedings, individually or in the aggregate, is reasonably likely to have a Material Adverse Effect by reason of the inclusion of such lawsuits in this Schedule 2.17.

State	Category	Jurisdiction	Company	Period	Waivers
CO	Audit- Sales & Use	City of Denver	VoiceStream PCS II	3/1/97 - 2/28/98	Ext. signed through 12/31/00
CO	Audit- Sales & Use	City of Lakewood	VoiceStream PCS II	6/30/97 - 02/28/99	
CO	Audit- Sales & Use	City of Aurora	VoiceStream PCS II	7/94 - 7/97	
CO	Audit- Sales & Use	City of Greenwood Village	VoiceStream PCS II	6/1/97 - 5/31/00	Ext. signed through 3/31/01
CO	Audit- Sales & Use	City of Westminster	VoiceStream PCS II	6/97 - 05/00	
CO	Audit- Sales & Use	City of Colorado Springs	OmniPoint Technologies	06/97 - 12/99	Ext. requested
CO	Class Action Lawsuit	CO city tax chgd. customers *	VoiceStream Wireless	All	
CT	Audit- Property	City of Waterbury	OmniPoint Comm. Inc.	Sites on-air as of 10/1/99	
FL	Audit- Sales & Use	County of Miami-Dade	OmniPoint Comm. MB Ops.	4/98 - 12/99	
FL	Audit- Sales & Use	State of Florida	APT Tampa/Orlando, Inc.	Verbal notification only.	
FL	Audit- Sales & Use	State of Florida	Aerial Communications	Verbal notification only.	
HI	Audit- Sales & Use	State of Hawaii	VoiceStream PCS II	1997-2000	
IL	Audit- Sales & Use	State of Illinois	Aerial Communications	Verbal notification only.	
NH	Audit- Sales & Use	State of New Hampshire	OmniPoint Comm. MB Ops.	Verbal notification only.	
NJ	Audit- Sales & Use	State of New Jersey	OmniPoint Comm. Inc.	Verbal notification only.	
NY	Appeal- Property	City of New York	OmniPoint Comm. Inc.	1998 & 1999	
NY	Audit- Sales & Use	State of New York	OmniPoint Comm. Inc.	2/1/97 to 2/1/98	Ext. requested
OH	Audit- Sales & Use	State of Ohio	APT Columbus, Inc.	Verbal notification only.	
PA	Audit- Sales & Use	State of Pennsylvania	APT Pittsburgh, Inc.	1/1/97 - 8/31/00	
RI	Audit- Sales & Use	State of Rhode Island	OmniPoint Comm. MB Ops.	4/1/97 - 4/1/1999	
UT	Appeal- Property	State of Utah	VoiceStream PCS II	2000	
WA	Audit- Sales & Use	City of Des Moines	VoiceStream PCS III	02/99-present	
WA	Audit- Sales & Use	City of Bothell	VoiceStream PCS III	02/99-present	
WA	Class Action Lawsuit	All states' city tax chgd. cust. *	VoiceStream Wireless	All	

* Claim for city taxes assessed to customers residing outside the city limits

2.17 (d) continued...

Additionally, Aerial Communications, Inc. had disclosed the following in the Aerial Disclosure Letter from the Agreement and Plan of Reorganization among VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation, VoiceStream Subsidiary III Corporation, Aerial Communications, Inc. and Telephone and Data Systems, Inc., dated 9/17/99 (the "Aerial Reorganization Agreement"):

- 1) Aerial Communications, Inc. ("Aerial") is filing certain prior year state income tax returns for the tax years 1996 and 1997 in Kansas, Pennsylvania, Missouri, Ohio and Texas.
- 2) Aerial anticipates that the Internal Revenue Service may issue a written information document request within the next several month which will propose capitalization of Aerial costs incurred in 1995 and 1996. It is anticipated that the Internal Revenue Service would allow 60 month amortization beginning in 1997.
- 3) The Internal Revenue Service is currently auditing the 1995 and 1996 federal income tax returns of TDS and its consolidated subsidiaries. TDS and its consolidated subsidiaries have agreed to the extension until March 31, 2001 of the applicable statutes of limitations relating to such federal income tax returns.
- 4) On June 8, 1999, Aerial delivered a written claim to TDS disputing the calculation and of certain amounts in the Tax Settlement Agreement between Aerial and TDS, dated March 12, 1999.
- 5) Aerial is currently investigating a sales tax/use issue with respect to the purchase of cellular equipment in Minnesota. At this time, Aerial is unable to determine whether such sales tax/use issue will be material.

(e) Tax Sharing Agreements

Western Wireless – Tax Sharing Agreement, dated 2/17/98, as amended 5/3/99
Telephone and Data Systems, Inc. - Tax Settlement Agreement dated 3/12/99, Side Letter Agreement dated 12/14/99, Receipt and Acknowledgement dated 5/3/00 and Section 6.26 of the Aerial Reorganization Agreement.

(f) Statute of Limitations

See "Waivers" in (d) above

**Schedule 2.20
Certain Contracts**

2.20(i)

Cook Inlet Region, Inc. Joint Ventures

Cook Inlet/VoiceStream PV/SS PCS, LP VoiceStream holds, either directly or indirectly, a 49.9% limited partnership interest.

Limited Partnership Agreement by and between Cook Inlet/VoiceStream PV/SS PCS, L.P. and Western PCS BTA I Corporation dated as of November 5, 1995

Technical Services Agreement by and between Cook Inlet /VoiceStream PV/SS PCS, L.P. and Western Wireless Corporation, dated November 5, 1995.

PCS Block "C" Organization and Financing Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, Cook Inlet PV/SS PCS Partners, L.P., Cook Inlet Telecommunications, Inc., SSPCS Corporation and Providence Media Partners L.P. dated as of November 5, 1995

First Amendment to Block "C" Organization and Financing Agreement and Cook Inlet Western Wireless PV/SS PCS, L.P. Limited Partnership Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, Cook Inlet PV/SS PCS Partners, L.P., Cook Inlet Telecommunications, Inc., SSPCS Corporation and Providence Media Partners L.P. dated as of April 8, 1996

Second Amendment to Block "C" Organization and Financing Agreement and Cook Inlet Western Wireless PV/SS PCS, L.P. Limited Partnership Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, Cook Inlet PV/SS PCS Partners, L.P., Cook Inlet Telecommunications, Inc., SSPCS Corporation and Providence Media Partners L.P. dated as of June 27, 1996

Third Amendment to Block "C" Organization and Financing Agreement and Cook Inlet Western Wireless PV/SS PCS, L.P. Limited Partnership Agreement and First Amendment to Technical Services Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, Cook Inlet PV/SS PCS Partners, L.P., Cook Inlet Telecommunications, Inc., SSPCS Corporation, Providence Media Partners L.P. and Cook Inlet Western Wireless PV/SS PCS, L.P., dated July 30, 1996

Fourth Amendment to Block "C" Organization and Financing Agreement and Fourth Amendment to Cook Inlet Western Wireless PV/SS PCS, LP Limited Partnership Agreement dated April 14, 2000.

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Reciprocal Resale Agreement by and between VoiceStream Wireless Corporation and Cook Inlet Western Wireless PV/SS PCS, L.P. dated November 18, 1998. [checking to confirm if amended]

System and Switch Lease Agreement by and VoiceStream Wireless Corporation and Cook Inlet Western Wireless PV/SS PCS, L.P. dated November 18, 1998. [checking to confirm if amended]

VoiceStream Trademark License Agreement by and VoiceStream Wireless Corporation and Cook Inlet Western Wireless PV/SS PCS, L.P. dated November 18, 1998. [checking to confirm if amended]

Assignment and Second Amendment to the Technical Services Agreement by and between Western Wireless Corporation ("WWC") and Cook Inlet Western Wireless PV/SS PCS, L.P. and adding VoiceStream Wireless Corporation as a new party to be the successor in interest to WWC hereinafter, dated November 18, 1998. [checking to confirm if amended]

Cook Inlet/VoiceStream PCS LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Trademark License Agreement by and between Cook Inlet/VoiceStream PCS, LLC and VoiceStream Wireless Corporation, dated March 1999, as amended December 21, 1999.

Cook Inlet/VoiceStream PCS LLC Limited Liability Company Agreement, amended and revised, by and between Cook Inlet GSM Company and Western PCS BTA I Corporation dated May 3, 1999.

Purchase Agreement by and among VoiceStream Wireless Corporation, Cook Inlet/VoiceStream PCS, LLC, Cook Inlet GSM Control LLC, Providence Equity Partners III, LP, Providence Equity Operating Partners III, LP dated May 3, 1999.

Exchange Rights Agreement by and between Cook Inlet/VoiceStream PCS LLC dated May 3, 1999, as amended December 21, 1999.

Technical Services Agreement effective as of the 15th day of May, 1999, by and between Cook Inlet/VoiceStream PCS, LLC and VoiceStream Wireless Corporation.

Loan Agreement among Cook Inlet/VoiceStream Operating Company LLC (a wholly-owned subsidiary of CIVS), Nortel Networks, Inc. and Lenders named herein, dated January 13, 2000.

Indebtedness incurred pursuant to the Purchase Agreement, dated January 13, 2000, for the Cook Inlet VoiceStream Holding Company 13% Series A Senior Discount Notes Due 2009

Indebtedness incurred pursuant to the Purchase Agreement, dated January 13, 2000, for the Cook Inlet VoiceStream Holding Company 13% Series A Subordinated Debentures Due 2011

Cook Inlet/VoiceStream GSM II PCS, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Amended and Restated Cook Inlet/VoiceStream GSM II PCS LLC Limited Liability Company Agreement, dated February 25, 2000.

Purchase Agreement between Omnipoint Corporation (Seller) and Cook Inlet/VoiceStream GSM II PCS, LLC (Purchaser) dated June 23, 1999, as amended February 16, 2000.

Exchange Rights Agreement by and between Cook Inlet GSM, Inc. and VoiceStream Wireless Holding Corporation (for CIVS II), dated February 25, 2000

Technical Services Agreement, dated February 25, 2000, between VoiceStream Wireless Corporation and OPCS Philadelphia Holdings, LLC (a wholly-owned subsidiary of CIVS II).

Technical Services Agreement, dated February 25, 2000, between VoiceStream Wireless Corporation and Cook Inlet/VoiceStream GSM II, LLC.

VoiceStream Trademark Licensing Agreement dated February 25, 2000, with OPCS Philadelphia Holdings, LLC.

VoiceStream Trademark Licensing Agreement dated February 25, 2000, with Cook Inlet/VoiceStream GSM II, LLC.

Loan Agreement, dated as of July 25, 1997, among Omnipoint MB Holdings, Inc., Borrower, Ericsson Inc., as Administrative Agent, and the Lenders named therein, as amended by that certain Amendment to Loan Agreement dated February 25, 2000

Cook Inlet/VoiceStream GSM III PCS, LLC VoiceStream holds, either directly or indirectly, a 49.9% membership interest.

Amended and Restated Cook Inlet/VoiceStream GSM III PCS LLC Limited Liability Company Agreement, dated February 25, 2000.

Purchase Agreement between Omnipoint Corporation (Seller) and Cook Inlet/VoiceStream GSM III PCS, LLC (Purchaser) dated June 23, 1999.

Exchange Rights Agreement by and between Cook Inlet GSM, Inc. and VoiceStream Wireless Holding Corporation (for CIVS III), dated February 25, 2000.

Technical Services Agreement, dated February 25, 2000, between VoiceStream Wireless Corporation and Cook Inlet/VoiceStream GSM III, LLC.

VoiceStream Trademark Licensing Agreement dated February 25, 2000, with Cook Inlet/VoiceStream GSM III, LLC.

Miscellaneous Agreements with Cook Inlet:

Exchange Rights and Grant Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, Cook Inlet Telecommunications, Inc. and VoiceStream Wireless Corporation dated December 17, 1998.

Exchange Rights Acquisition and Grant Agreement by and among Western PCS BTA I Corporation, Western Wireless Corporation, VoiceStream Wireless Corporation and SSPCS Corporation, dated January 20, 1999.

Exchange Rights Acquisition and Grant Agreement entered into and effective as of this 23rd day of July, 2000, by and among VoiceStream PCS BTA I Corporation, a Delaware corporation, VoiceStream Wireless Corporation, a Delaware corporation, Western Wireless Corporation, a Washington corporation, and Providence Media Partners L.P., a Delaware limited partnership.

Exchange Rights Agreement made as of July 23, 2000, by and between VoiceStream Wireless Corporation, a Delaware corporation, Providence Equity Partners III, L.P., a Delaware limited partnership and Providence Equity Operating Partners III, L.P., a Delaware limited partnership.

VoiceStream Markets System and Switch Lease Agreements, dated February 25, 2000.

VoiceStream Markets Reciprocal Resale Agreement, dated February 25, 2000.

Note: Western PCS Corporation changed its name to VoiceStream Wireless Corporation and effected a reincorporation merger pursuant to which it changed its state of incorporation from Delaware to Washington. Western PCS BTA I Corporation changed its name to VoiceStream PCS BTA I Corporation.

Microcell Investment

Description

In February 2000, VoiceStream purchased 9,590,000 newly issued Class A shares of Microcell Telecommunications Inc for CAN\$400 million.

The per share transaction price was equal to the closing market price of Microcell's publicly traded Class B non-voting shares on the Nasdaq National Market System on January 6.

VoiceStream's Class A shares constitute approximately 15% of the issued and outstanding equity securities of Microcell. These are non-voting and are convertible at any time into Common

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Shares, which are voting (subject to Canadian foreign ownership restrictions). If fully converted, these Common Shares would represent a 22.6% voting interest in Microcell.

Agreements

Stock Subscription Agreement, dated as of February 11, 2000, by and among VoiceStream Wireless Corporation and Microcell Telecommunications, Inc.

Shareholders Agreement of Microcell Telecommunications, dated as of February 11, 2000 by and between VoiceStream Wireless Corporation and Telesystem Enterprises (T.E.L) Ltd.

Iowa Wireless Services, L.P. VoiceStream holds, either directly or indirectly, a 38% limited partnership interest.

Agreements:

Agreement to Form Limited Partnership dated September 30, 1997, by and among Western PCS I Iowa Corporation, a Delaware corporation, INS Wireless, Inc., an Iowa corporation, Western PCS I Corporation, a Delaware corporation, and Iowa Network Services, Inc., an Iowa corporation.

Iowa Wireless Services, L.P. Limited Partnership Agreement dated as of September 30, 1997, by and between INS Wireless, Inc., as General Partner, and Western PCS I Iowa Corporation, as Limited Partner.

PCS Roaming Agreement by and between Western PCS Corporation and Iowa Wireless Services, L.P. dated February 27, 1998.

Trademark License Agreement by and between Western Wireless Corporation and Iowa Wireless Services, L.P. dated February 27, 1998.

Put and Call Agreement by and between Iowa Wireless Services, L.P. and Western PCS I Iowa Corporation, dated February 27, 1998, with respect to certain PCS spectrum, as amended.

PCS Reseller Agreement by and between Western PCS Corporation, Cook Inlet Western Wireless PV/SS PCS, L.P. and Iowa Wireless Services, L.P. dated February 27, 1998.

STPCS, LLC is a Delaware limited liability company ultimately controlled by STPCS Investment, LLC. We hold an 18% membership interest in STPCS. STPCS, through its wholly owned subsidiaries, owns seven FCC licenses to provide wireless communications services.

Agreements:

Limited Liability Company Agreement by and between STPCS Joint Venture, LLC and Western PCS Corporation, dated July 10, 1998.

Roaming Agreement by and between Western PCS BTA I License Corporation and STPCS Joint Venture, LLC., dated May 27, 1999.

Reseller Agreement by and between Western PCS BTA I License Corporation and STPCS Joint Venture, LLC.

Trademark License Agreement by and between STPCS Joint Venture, LLC and VoiceStream Wireless Corporation, dated December 4, 1998.

D&E/Omnipoint Wireless Joint Venture, LLC VoiceStream holds, either directly or indirectly, a approximately 24% membership interest.

Agreements:

Agreement dated February 25, 2000, by and among VoiceStream Wireless Corporation, Cook Inlet/VoiceStream GSM II PCS, LLC, ("CIVS II") Cook Inlet/VoiceStream GSM III PCS, LLC ("CIVS III"), D&E Wireless, Inc. and Omnipoint Corporation, amending the November 14, 1997 Limited Partnership Agreement to provide for the ownership of certain licenses and VoiceStream's ownership in the Joint Venture by CIVS II and CIVS III.

Master Services Agreement by and among D&E/Omnipoint Wireless Joint Venture, LP and Omnipoint Communications Services, Inc. dated February 1998.

First Amendment to Master Services Agreement by and among D&E/Omnipoint Wireless Joint Venture, LP, Omnipoint Communications Services, Inc. and Omnipoint Venture Partners, LLC dated September 18, 1998.

Assignment and Consent to the Master Services Agreement for terms and provisions of the Borrower Pledge and Security Agreement dated September 18, 1998 from D&E/Omnipoint Wireless joint Venture, LP ("Grantor") to Nothern Telecom Inc, as Administrative Agent.

Limited Partnership Agreement by and among D&E Wireless, Inc., Omnipoint Venture Partner I, LLC and Omnipoint Holdings, Inc. dated November 1997.

NPI-Omnipoint Wireless, LLC VoiceStream holds, either directly or indirectly a 30% membership interest .

Agreements:

Letter Agreement by and among Omnipoint Venture Partners II, LLC, Noverr Publishing, Inc. and Frank E. Noverr dated December 6, 1999.

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Operating Agreement by and among Omnipoint Venture Partners II, LLC, Cherryland Services, Inc, Noverr Publishing, Inc., and Frank E. Noverr, dated December 15, 1999.

Wireless Alliance, LLC is a Minnesota limited liability company. VoiceStream holds, either directly or indirectly, a 30% interest in Wireless Alliance.

Agreements:

Member Control Agreement by and between Wireless Alliance, LLC, Rural Cellular Corporation and APT Minneapolis, Inc., dated November 14, 1996.

Switch Services Agreement by and between Aerial Operating Company and Wireless Alliance, LLC, dated February 2, 1999.

Network Management Services Agreement by and between Aerial Operating Company, Inc. and Wireless Alliance, LLC, dated January 1, 1999.

North American GSM Alliance, LLC VoiceStream holds, either directly or indirectly, a capital interest of \$457,766 (11.494% membership interest).

Agreements:

Operating Agreement of North American GSM Alliance LLC, by and among Aerial Communications, Inc, BellSouth Personal Communications, Inc., Microcell Telecommunications, Inc., Omnipoint Communications Services, Inc., Pacific Bell Mobile Services, Powertel, Inc. and Western PCS Corporation, dated June 1997, as amended August 1997.

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Voting Agreement by and among VoiceStream Wireless Corporation, John W. Stanton, Theresa E. Gillespie, PN Cellular, Inc., Stanton Family Trust, Stanton Communications Corporation, GS Capital Partners, L.P., The Goldman Sachs Group, L.P., Bridge Street Fund 1992, L.P., Stone Street Fund 1992, L.P., Hutchison Telecommunications Holdings and Hutchison Telecommunications PCS (USA) Limited (USA) Limited, Douglas G. Smith, Avance Capital, Avance Capital II, Avance Capital III, Douglas & Gabriela Smith 1995 Family Trust, Richard L. Fields, Allen & Company Incorporated, James N. Perry, Jr., Madison Dearborn Capital Partners, LP, James J. Ross, James J. Ross as Trustee of Elizabeth G. Ross U/T/A dated March 4 1994, Sonera Corporation, Sonera Holding B.V. and Telephone and Data Systems, Inc., dated February 25, 2000.

Shareholders Agreement by and among Western Wireless Corporation, Hutchison Telecommunications PCS (USA) Limited and Western PCS Corporation, dated February 17, 1998, as amended by an amendment dated May 3, 1999.

Investor Agreement, dated as of June 23, 1999, by and among Hutchison Telecommunications PCS (USA) Limited, Hutchison Telecommunications Limited and VoiceStream Wireless Holding Corporation.

Stock Subscription Agreement, dated June 23, 1999, by and among VoiceStream Wireless Corporation, Hutchison Telecommunications Limited and Hutchison Telecommunications PCS (USA) Limited.

Stockholder Agreement dated September 17, 1999, by and among Telephone Data Systems, Inc., VoiceStream Wireless Corporation and VoiceStream Wireless Holding Corporation (Exhibit A - Reg. Rights Agreement).

Registration Rights Agreement by and between VoiceStream Wireless Corporation and Telephone and Data Systems, Inc., dated May 4, 2000.

Investor Agreement, by and among Telephone and Data Systems, Inc., VoiceStream Wireless Corporation and VoiceStream Wireless Holding Corporation, dated May 4, 2000.

Agreement dated May 4, 2000, between VoiceStream and Telephone and Data Systems, Inc. adding Telephone and Data Systems, Inc. to the voting agreement dated February 25, 2000.

Investor Agreement, dated as of September 17, 1999 by and among Sonera Ltd, VoiceStream Wireless Holding Corporation and VoiceStream Wireless Corporation.

Stock Subscription Agreement, dated September 17, 1999, by and among VoiceStream Wireless Holding Corporation and Sonera Ltd.

Registration Rights Agreement, dated as of September 17, 1999, between VoiceStream Parent, Sonera and Sonera Holding B.V.

Parent Stockholder Agreement dated as of September 17, 1999, by and between Telephone and Data Systems, Inc. and stockholders of Aerial Communications, Inc., and VoiceStream Wireless Corporation, and VoiceStream Wireless Holding Corporation.

Indemnity Agreement, dated as of September 17, 1999, among VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation, Aerial Communications, Inc., Aerial Operating Company, Inc., and Telephone and Data

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Systems, Inc.

Consent and Amendment dated as of November 12, 1999, by and among Aerial Communications, Inc., Telephone and Data Systems, Inc., VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation, and Hellman & Friedman Capital Partners II, H&F Orchard Partners, L.P., H&F International Partners, L.P., John W. Stanton, Theresa Gillespie, PN Cellular, Inc., Stanton Family Trust, Stanton Communications Corporation, GS Capital Partners, L.P., The Goldman Sachs Group, Inc., Bridge Street Fund 1992, L.P., Stone Street Fund 1992, L.P., Providence Media Partners, L.P., Hutchison Telecommunications Holdings (USA) Limited, and Hutchison Telecommunications PCS (USA) Limited.

Settlement Agreement and Release, entered into as of September 17, 1999 by and among Sonera Ltd., Sonera Corporation U.S., Telephone and Data Systems, Inc., Aerial Communications, Inc., and Aerial Operating Company, Inc.

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Investor Agreement, dated as of June 23, 1999, by and among Hutchison Telecommunications PCS (USA) Limited, Hutchison Telecommunications Limited and VoiceStream Wireless Holding Corporation.

Registration Rights Agreement by and among VoiceStream Wireless Corporation, Hellman & Friedman Capital Partners II, L.P., H&F Orchard Partners, L.P., H&F International Partners, L.P., John W. Stanton, Theresa E. Gillespie, PN Cellular, Inc., Stanton Family Trust, Stanton Communications Corporation, GS Capital Partners, L.P., The Goldman Sachs Group, L.P., Bridge Street Fund 1992, L.P., Stone Street Fund 1992, L.P., and Providence Media Partners L.P., dated May 3, 1999.

Registration Rights Agreement by and between VoiceStream Wireless Corporation and Telephone and Data Systems, Inc., dated May 4, 2000.

Registration Rights Agreement, dated as of September 17, 1999, between VoiceStream Wireless Corporation, Sonera and Sonera Holding B.V.

2.20(iv)

Spectrum Allocation Agreement between VoiceStream and Western Wireless, dated May 3, 1999 – this agreement terminates upon a change of control of either party.

Schedule 2.21
Licenses

See attached for schedule of licenses.

Schedule 4.01
Conduct of Business

4.01(a)(i)(A). Options, Warrants, etc.

The following options, warrants, rights, and convertible securities currently exist and Monica Common Shares are issuable upon exercise of such rights:

Outstanding stock options as referenced in Schedule 2.03(a).

Outstanding warrants as referenced in Schedule 2.03(a).

Omnipoint 7% Convertible Preferred Stock referenced in Section 2.03(a).

Monica 2½% Convertible Preferred Stock reference in Section 2.03(a).

Cook Inlet Equity Exchange Rights as referenced in Schedule 2.03(f).

From time to time, the Company receives requests from former Omnipoint employees asserting that they are holders of options to purchase shares in Omnipoint. VoiceStream has, when it deemed it appropriate, recognized the existence of such options, notwithstanding that they had no prior record of the existence of such options. Under appropriate circumstance, the Company may continue this practice in the future. The amount of such options recognized has been immaterial in the past and, the Company believes, will continue to be immaterial in the future.

4.01(b). Proposed Acquisitions

VoiceStream may request that the Acquisitions Committee agree on or prior to August 3, 2000 upon a maximum purchase price to be offered for Powertel, Inc. for submission to Powertel. VoiceStream agrees that any increase in such maximum agreed to offer price will be resubmitted to the Acquisitions Committee for their consent. DT agrees that in the event that the Acquisitions Committee and VoiceStream do not agree upon the maximum purchase price to be submitted by VoiceStream for Powertel on or prior to August 3, 2000, or the Acquisitions Committee denies permission for VoiceStream to increase any such maximum purchase price within three (3) Business Days of VoiceStream's request therefor, thereafter any officer, director, stockholder or Affiliate of VoiceStream (other than any of VoiceStream's Subsidiaries), or any group or combination of them, may pursue or engage in such proposed acquisition of Powertel for his, its or their own account.

4.01(c). Permitted Indebtedness

Credit Agreement, dated as of February 25, 2000, by and among VoiceStream PCS Holdings L.L.C., Omnipoint Finance, L.L.C., Chase Securities Inc., Bank of America Securities L.L.C., TD Securities (USA) Inc., Goldman Sachs Credit Partners L.P., Barclays Capital and SG Cowen, Toronto Dominion (Texas) Inc., and agreements related thereto

Loan Agreement, dated as of January 13, 2000, among Cook Inlet/VoiceStream Operating Company LLC; the financial institutions whose names appear as Lenders on the signature pages thereof; and Nortel Networks Inc., as Administrative Agent and agreements related thereto

Credit Facility, dated as of May 17, 2000, among D&E/Omnipoint Wireless Joint Venture, L.P., the Several Lenders from time to time parties thereto and PNC Bank, National Association, as Lead Arranger, Administrative Agent and Collateral Agent and General Electric Capital Corporation, as Documentation Agent, and agreements related thereto

Loan Agreement dated as of July 25, 1997 among Omnipoint MB Holdings, Inc., Borrower, Ericsson Inc., as Administrative Agent, and the Lenders named therein, as amended February 25 2000.

Indebtedness incurred pursuant to the Purchase Agreement, dated January 13, 2000, for the Cook Inlet VoiceStream Holding Company 13% Series A Senior Discount Notes Due 2009

Indebtedness incurred pursuant to the Purchase Agreement, dated January 13, 2000, for the Cook Inlet VoiceStream Holding Company 13% Series A Subordinated Debentures Due 2011

4.01(e). Retention Plan for Monica

Pursuant to the merger of Monica with and into Bega, Monica may (after consultation with Bega) implement, prior to the Effective Time, a Stay Bonus Plan for management with the following terms and conditions.

- Every person that is employed by Monica or its subsidiaries as of the date of this Agreement will receive a \$3,000 cash bonus three months following the Effective Time if they remain employed in good standing.
- Approximately 500 - 1,000 employees of the Monica management team would be eligible for a cash bonus under the management stay bonus plan. Such cash bonus will be offset dollar-for-dollar by any amounts paid under the cash bonus provision described above.
- Each eligible participant in the management stay bonus plan employed by Monica or its subsidiaries as of the date of this Agreement will receive the cash bonus if they remain employed in good standing through each of the three payment dates.
- 33.3% of the allocated cash bonus will be paid 90 days after the Closing Date; an additional 33.3% of the allocated cash bonus will be paid on the first anniversary following the Closing Date; and 33.4% of the allocated cash bonus will be paid on the second anniversary following the Closing Date.
- Participants will forfeit any remaining allocable cash bonus if they voluntarily terminate employment before the applicable dates.
- Amounts paid will range between approximately three months and approximately two years of an individual's base pay.
- The allocable cash bonus shall be subject to accelerated payment in a lump sum upon a termination of employment as a result of a reduction in force, termination without cause, death or disability, or constructive termination (reduction in base pay).

- Monica executive officers, after consultation with Bega, will be responsible for allocating the pool.
- Maximum cost \$100 million if all employees remain through stay periods.

4.01(e). Tax Reimbursement Payment

Monica may provide tax reimbursement payments for excise taxes under Section 4999 of the Code for certain individuals in an aggregate amount not to exceed \$20,000,000. Monica shall consult with affected executives to seek to minimize the amount of excise tax.

4.01(e). Severance Plan

Monica may implement a severance plan for employees not eligible for the management stay bonus plan. Such plan would provide severance equal to salary continuation of base salary for up to 2 weeks per year of service, with a minimum of 4 weeks and a maximum of 30 weeks. Continued health and dental coverage would be provided for a period equal to the salary continuation period.

Schedule 4.01(f). Restricted Stock Vesting

The Board of Directors of Monica may accelerate the vesting of Monica and Western Wireless restricted stock grants granted prior to the Effective Time under both the Monica and Western Wireless Corporation Restricted Stock Plans, excluding any grants made from 30 days prior to the date of execution of the Agreement through the Closing Date, which shall not be accelerated as a result of any change of control.

Schedule 5.11
Rule 145 Affiliates

List to be provided not later than 30 days after the date of the Agreement.